

Letter To Prospective Offerors

February 18 , 2014

American Embassy
Shantipath, Chanakyapuri
New Delhi India

Dear Prospective Offeror:

SUBJECT: Solicitation Number: SIN65014Q0007

The Embassy of the United States of America invites you to submit a proposal for Installation of New Delta Barriers at Mumbai Consulate and Hyderabad Consulate as per attached scope of work.

The Embassy intends to conduct a pre-proposal conference at the site, and all prospective offerors who have received a solicitation package are invited to attend. See Section L of the attached Request for Proposals (RFP).

Submit your proposal via email. Email should be marked only to NewDelhiBids@state.gov and all attachment should be in PDF format *on March 25, 2014, 1400 HRS*. No proposal will be accepted after this time.

This solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to applicable regulations and guidelines. Registration information can be found at www.sam.gov.

Direct any questions regarding this solicitation to Edith A. Davis by letter or by telephone 91-11-2419-8728 during regular business hours.

Sincerely,

Edith A. Davis
Contracting Officer

SECTION A

OMB APPROVAL NO. 2700-0042

| | | | | |
|---|--|--|------------------------------------|------------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. SIN65014Q0007 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED Feb 18, 2014 | PAGE OF PAGES 2 of 73 |
|---|--|--|------------------------------------|------------------------------|

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

| | | |
|---|-------------------------------------|--|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
| 7. ISSUED BY American Embassy, Shantipath, Chanakyarpuri, New Delhi 110021, India | CODE | 8. ADDRESS OFFER TO American Embassy, Shantipath, Chanakyarpuri, New Delhi 110021, India |
| 9. FOR INFORMATION CALL: | A. NAME Edin A. Davis | B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 011-2419-8728 |

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Installation of four (two barriers each at Hyderabad and two at Mumbai) RSS 2000 Barriers at U.S. Consulates General Mumbai and Hyderabad per attached SOW and specifications.

| | |
|---|--------------------|
| 11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within 126 calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i> | |
| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS |

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers via email to perform the work required are due at the place specified in Item 8 by 1400 *(hour)* local time March 25, 2014 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified) ➡

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b)

☐ 29. AWARD *(Contractor is not required to sign this document.)* on this solicitation is hereby accepted as to the items listed. This award constitutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
*(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

**SECTION B - SUPPLIES OR SERVICES
AND PRICES/COSTS**

B.1 CONTRACT PRICE

The Contractor shall supply, deliver, and complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the following firm fixed prices. These prices shall include all labor, materials, overhead (excluding cost of Workers' Compensation and War-Hazard Insurance, for U.S. citizens, which shall be a direct reimbursement) and profit.

B.1(a) VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B.1(b) *As stated in scope of work.*

B.1.4 Pricing.

| <u>Line Item</u> | <u>Description</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Quantity</u> | <u>Total Price</u> |
|----------------------|---------------------------------|-------------|-----------------------|-----------------|------------------------|
| 01 | Installation of Active Anti-Ram | EACH | _____ | <u>4 each</u> | _____ |
| 02 | VAT | LOT | _____ | <u>1</u> | _____ |
| Total Price | | | | | _____ |

B.2 TYPE OF CONTRACT

This is a firm-fixed price contract payable entirely *in* (X) local, () U.S. currency. The Government will not pay additional sums due to any escalation in the cost of materials, equipment or labor, or the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will also not adjust the contract price due to fluctuations in the currency exchange rates. The Government may make changes in the contract price or time to complete only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

**SECTION C - DESCRIPTION/SPECIFICATIONS
STATEMENT OF WORK**

**SCOPE OF WORK
FOR THE
INSTALLATION OF
TWO RSS 2000 BARRIERS AT
U.S. CONSULATE GENERAL MUMBAI
AND
TWO RSS 2000 BARRIERS AT
U.S. CONSULATE GENERAL HYDERABAD**

1.0 OBJECTIVE.

U.S. Consulate General Mumbai: Remove two [2] existing Norshield (Nor 82) vehicle arrest systems, controls, and support equipment and replace them with two [2] new RSS-2000 Electric Wedge vehicle arrest systems, controls, and support equipment.

U.S. Consulate General Hyderabad: Remove two [2] existing Norshield (Nor 82) vehicle arrest systems, controls, and support equipment and replace them with two [2] new RSS-2000 Electric Wedge vehicle arrest systems, controls, and support equipment.

2.0 BACKGROUND.

Reliability issues with the existing vehicle arrest systems have warranted replacement with a new DS approved vehicle arrest system.

3.0 REQUIREMENTS.

The contractor is to complete following tasks as part of this project.

3.1 Demolition

3.1.1 U.S. Consulate General Mumbai: The contractor shall remove two (2) existing Nor 82 vehicle arrest barriers, one located at the Main Compound Access Control Gate (MCAC) and one located at the Service Compound Access Control gate (SCAC). This includes the removal of the concrete foundations, reinforcing steel rebar(s), and aggregate materials as required to install the new equipment.

U.S. Consulate General Hyderabad: The contractor shall remove two (2) existing Nor 82 vehicle arrest barriers, one located at the Main Compound Access Control Gate (MCAC) and one located at the North Compound Access Control gate (NCAC). This includes the removal of the concrete foundations, reinforcing steel rebar(s), and aggregate materials as required to install the new equipment.

3.1.2 The contractor shall remove all hydraulic lines, electrical wiring, and control wiring connecting each Nor 82 vehicle arrest barrier back to the hydraulic pumping units.

3.1.3 The contractor shall remove all underground conduits connecting each of the Nor 82 vehicle arrest barriers back to the hydraulic pumping units. The contractor may cut back the conduit beyond the work area, cap, and abandon them in-place if applicable.

- 3.1.4 The contractor shall remove the hydraulic pumping units, hydraulic fluid, associated concrete foundation, reinforcing steel rebar(s)/mesh, and all electrical and control wiring. All conduits shall be cut back below the floor level, capped, and abandon in-place, as a minimum.

Note: the existing conduit runs connecting the Nor 82 HPU to the power distribution panel, slave controller in the guard station, and barrier control panel in the CAC equipment room may be reused, as required per the design drawings.

- 3.1.5 The contractor shall remove the enclosures that house the hydraulic pumping units, if installed.
- 3.1.6 The contractor shall remove the vehicle Stop/Go signal light assemblies, associated concrete foundation, all electrical wiring, and conduit as connected underground and back to the control circuits for the Nor 82 vehicle arrest systems.
- 3.1.7 The contractor shall remove the vehicle detector circuits on the secure side, associated concrete foundation, all electrical wiring, and conduit as connected underground and back to the control circuits for the Nor 82 vehicle arrest barrier.
- 3.1.8 The contractor shall disconnect the vehicle detector circuits on the non secure side, and cut back all electrical wiring and conduit beyond the work area, cap the conduit, and abandoned it in-place.
- 3.1.9 The contractor shall remove the vehicle barrier drainage water sump pump systems including all associated electrical wiring, conduit, and drain piping as connected underground and back to the Nor 82 vehicle arrest barriers. This includes all discharge lines from the sump pump back to the storm drains.
- 3.1.10 The contractor shall remove water drainage piping as required for the rerouting flow of drainage water through and/or around the vehicle barrier construction sites.
- 3.1.11 The contractor shall move and/or reroute all existing utilities (i.e. water, sewage, gas, electric, communication, data, etc.), which are or maybe affected by the installation of the new barrier equipment, so that they are outside of the construction area.
- 3.1.12 Notice of Construction and/or Repair (See 6.23) for any gas line must be submitted to the local oil and gas commission before the start of any construction or repairs. Construction and/or repairs

must be under the authority and supervision of the local oil and gas commission.

3.1.13 Notice of Construction and/or Repair (See 6.21) for any electrical utility lines must be submitted to the local electric cooperative before the start of any construction or repairs. Construction and/or repairs must be under the authority and supervision of the local electric cooperative.

3.1.14 The contractor shall identify and immediately bring to the attention of the government project representative any anomalies of concern.

3.2 Installation

3.2.1 U.S. Consulate General Mumbai: The contractor shall install one (1) RSS-2000 Electric Wedge vehicle arrest system located at the Main Compound Access Control gate (MCAC) and one (1) RSS-2000 Electric Wedge vehicle arrest system located at the Service Compound Access Control gate (SCAC) as required per the design drawings and manufacture instructions and specifications.

U.S. Consulate General Hyderabad: The contractor shall install one (1) RSS-2000 Electric Wedge vehicle arrest system located at the Main Compound Access Control gate (MCAC) and one (1) RSS-2000 Electric Wedge vehicle arrest system located at the North Compound Access Control gate (NCAC) as required per the design drawings and manufacture instructions and specifications.

3.2.2 The contractor shall install the concrete foundation, reinforcing steel rebar(s), and aggregate materials, as required per the design drawings, and manufacture instructions and specifications for the installation of the RSS-2000 Electric Wedge vehicle arrest system, controls, and support equipment (i.e. traffic lights, vehicle detector systems, etc.).

3.2.3 The contractor shall install the Barrier Control Panel (BCP) and Battery Backup Panel (BBP) per the design drawings, and manufacture instructions and specifications.

3.2.4 The contractor shall fabricate and install the unistrut frame, and associated concrete foundation, if used, that supports the BCP and BBP per the design drawings, and manufacturer instructions and specifications.

3.2.5 The contractor shall install all electrical and control wiring, conduit, conduit fittings, and pull boxes as required between the RSS-2000

Electric Wedge vehicle arrest barrier, traffic lights, IR detectors, and loop detector system back to the Barrier Control Panel (BCP) and Battery Backup Panel (BBP) per the design drawings, and manufacture instructions and specifications.

- 3.2.6 The contractor shall install all rack mounted equipment, fiber, electrical and control wiring, wire and fiber fittings, conduits, and conduit fittings required between the BCP and BBP and the power distribution panels, barrier control panel, fiber panel, CAC slave control station, and post 1 per the design drawings, and manufacture instructions and specifications.
- 3.2.7 The contractor shall install the vehicle Stop/Go signal light assemblies, associated concrete foundation, all electrical wiring, conduit, and conduit fittings as connected underground and back to the BCP for the RSS-2000 Electric Wedge vehicle arrest barriers per the design drawings, and manufacture instructions and specifications.
- 3.2.8 The contractor shall install the vehicle IR detector system, associated concrete foundation, all electrical wiring, conduit, and conduit fittings as connected underground and back to the BCP for the RSS-2000 Electric Wedge vehicle arrest barriers per the design drawings, and manufacture instructions and specifications.
- 3.2.9 The contractor shall install the vehicle loop detector system on the secure side, associated concrete foundation, all electrical wiring, conduit, and conduit fittings as connected underground and back to the BCP for the RSS-2000 Electric Wedge vehicle arrest barriers per the design drawings, and manufacture instructions and specifications.
- 3.2.10 The contractor shall install the vehicle barrier drainage water piping (4" and 1-1/2" diameter) from the RSS-2000 Electric Wedge vehicle arrest barriers to the nearest water drainage or sewer system per the design drawings, and manufacture instructions and specifications.
- 3.2.11 The contractor shall identify and immediately bring to the attention of the government project representative any anomalies of concern.

3.3 Site Condition and Clean-Up

- 3.3.1 The contractor shall maintain the site in a safe and secure condition at all times.

- 3.3.2 The contractor shall maintain the site in a neat and clean condition at all times.
- 3.3.3 The contractor shall remove and dispose of all waste materials including old barriers and equipment, concrete, aggregate materials, reinforcing steel rebar(s), conduit, piping, and all electrical wiring associated with the removal and installation process as identified in Sections 3.1 and 3.2 above.
- 3.3.4 The contractor shall return the construction site back into the same condition or better, as it was found prior to the start of the project.

3.4 Project Time Line.

- 3.4.1 The contractor shall provide a construction schedule which defines the timelines for the major project activities (i.e. project mobilization, demolition, barrier installation, cable/conduit installation, equipment installation, concrete curing, start-up, testing, etc.) for the removal of the existing system and installation of a new fully operational vehicle arrest systems at each location and gate .
- 3.4.2 The schedule shall reflect a total elapsed time not to exceed 9 weeks for both gates (at each location) from the time the personnel and equipment arrival at site to turn-over of barrier systems to post. 9 weeks are allowed for installation of the barrier systems at the U.S. Consulate General in Mumbai and 9 weeks for installation of the barrier systems at the U.S. Consulate General in Hyderabad.
- 3.4.3 The contractor will have access to the site 6 days a week, 10 hours per day. All work outside of this time frame will require prior approval from the government project representative.

4.0 U.S. GOVERNMENT FURNISHED MATERIALS.

The U.S. Government, here after referred to as the government, shall provide the following:

- 4.1 The government shall provide two (2) RSS-2000 Electric Wedge vehicle arrest barriers with built-in sump systems for Mumbai and two (2) RSS-2000 Electric Wedge vehicle arrest barriers with built-in sump systems for Hyderabad.
- 4.2 The government shall provide the RSS-2000 Barrier Control Panels (BCPs).

- 4.3 The government shall provide the RSS-2000 Battery Backup Panels (BBPs).
- 4.4 The government shall provide all rack mounted barrier and gate control panels (slave and master panels) for each CAC and Post 1,
- 4.5 The government shall provide all rack mounted panels, power supplies, media converters, and fittings required for the fiber conversion.
- 4.6 The government shall provide the unistrut materials and hardware for the construction of the support structure for the BCPs and BBPs per the design drawings.
- 4.7 The government shall provide the RSS-2000 Stop/Go signal lights, support posts, and support bases.
- 4.8 The government shall provide the IR vehicle detector sensors, support posts, and mounting brackets.
- 4.9 The government shall provide the spray paint, safety yellow [if applicable].
- 4.10 The government shall provide the spray paint, gloss black [if applicable].
- 4.11 The government shall provide all of the PVC and Rigid conduit, conduit fittings, water drainage piping, electrical pull boxes, fiber cable, electrical wiring, control wiring, and miscellaneous parts associated with the installation of the new barriers.
- 4.12 The government shall provide all reinforcing steel rebar(s) required for the foundation installation of the two (2) RSS-2000 vehicle barrier(s) at each location (2 in Mumbai and 2 in Hyderabad), only, per the design drawings, and manufacture instructions and specifications.

5.0 CONTRACTOR FURNISHED MATERIALS.

The contractor shall provide the following:

- 5.1 The contractor shall provide all concrete and aggregate materials required for the foundation installation of two (2) RSS-2000 barrier(s) in Mumbai and two (2) RSS-2000 barriers in Hyderabad per the design drawings, and manufacture instructions and specifications.
- 5.2 The contractor shall provide all concrete and aggregate materials required for the foundation installation of the BCP and BBP per design drawings, and manufacture instructions and specifications.

- 5.3 The contractor shall provide all concrete and aggregate materials required for the foundation installation of the vehicle detector circuits, and the Stop/Go signal light assemblies per design drawings, and manufacture instructions and specifications.
- 5.4 The contractor shall provide all concrete and aggregate materials required for the foundation installation of the conduit and electrical pull boxes per the design drawings.
- 5.5 The contractor shall provide all concrete and aggregate materials required for the foundation installation of the drain lines per the design drawings.
- 5.6 The contractor shall provide all concrete, aggregate materials, and materials of construction (i.e. piping, conduit, wire, conduit fittings, etc.) as required for moving and/or rerouting utilities as defined in Section 3.1.10 through 3.1.13 above.
- 5.7 The contractor shall provide all concrete and aggregate materials, and materials of construction (i.e. piping, conduit, wire, conduit fittings, etc.) as required to reroute and repair utility lines damaged during the demolition and installation of the new vehicle barrier arrest systems (refer to Section 3.1.10 through 3.1.12 above).
- 5.8 The contractor shall provide all reinforcing steel mesh and/or rebar(s) required for the foundation installation of all barrier support equipment and systems, except as defined in Section 4.12 above, per the design drawing, and manufacture instructions and specifications.
- 5.9 The contractor shall provide a dumpster(s) as required for the cleanup and disposal of all waste materials.
- 5.10 The contractor shall provide any and all excavation and installation equipment required (i.e. forklift, front loader, excavator with hoe ram and bucket attachments, handheld breaker hammer, arc welding equipment, cutting torch, ground tamper, wheel barrow(s), powered saw for concrete cutting, steel rake(s), pick axe(s), flat head shovel(s), spade shovel(s), push broom(s), water hose w/spray attachments, pressure washer, large handheld grinder with cutoff and masonry wheels, electrical extension cord(s), concrete vibrator(s), chain slings, etc.) .
- 5.11 The contractor shall provide any and all excavation materials (i.e. masonry blocks, lumber for formwork, concrete to concrete expansion joints, plastic sheeting for concrete curing, string line, nails, expandable spray foam, etc.).

- 5.12 The contractor shall provide any and all small handheld tools, drills, drill bits, wrenches, screwdrivers, knockout punch set, hole saw kit, fish tape, grease guns, etc. as required for the installation project.
- 5.13 The contractor shall provide well covers as required for the project installation. The well and covers shall meet or exceed a 25 ton load capacity.
- 5.14 The contractor shall provide vehicle blocking barrier(s) as required for ensuring construction site safety and security. The blocking barrier(s) must be approved by the Post RSO or PSO.
- 5.15 The contractor shall provide pedestrian fencing and/or netting as needed/required for pedestrian safety and access control.
- 5.16 The contractor shall provide a construction site Portable Restroom as required for contractor personnel unless access to post restrooms is permitted.
- 5.17 The contractor shall identify and immediately bring to the attention of the government project representative any anomalies of concern.

6.0 CONTRACTOR RESPONSIBILITIES.

The contractor shall conform to the following:

- 6.1 The contractor is totally responsible for ensuring that a fully functional vehicle barrier arrest system is installed per the requirements of the design drawings, and the manufacture guidelines and installation specifications.
- 6.2 The contractor is responsible for ensuring the safety of the workers and site personnel during the project.
- 6.3 The contractor shall verify and be responsible for all dimensions and conditions at the job site.
- 6.4 The contractor shall verify that the foundation concrete will be placed directly into neat excavations. And where sides of the excavation are not stable the contractor shall provide shoring. Type and method of shoring shall be at the contractor's option subject to approval by the government project representative.
- 6.5 The contractor shall ensure the excavation site is kept dry at all times.

- 6.6 The contractor shall ensure the concrete is laboratory designed, machine mixed, producing minimum of 3,000 PSI (20.68 MPA) at 7 days via independent/certified testing lab.
- 6.7 The contractor shall ensure the cement is tested Portland cement conforming to ASTM C150, Type II Only.
- 6.8 The contractor shall ensure the aggregates conform to ASTM C33 & B GRADE per standard specifications. Maximum size of aggregate shall be 1-1/2 inches (38mm).
- 6.9 The contractor shall ensure that all reinforcing steel they provide is deformed bars conforming to ASTM A615, grade 60 (60,000 PSI or 413.7MPA).
- 6.10 The contractor shall ensure that all hooks and bends conform to ACI STANDARD 318. Latest revision. Inside diameter of hooks and bends shall be at least six (6) bar diameters.
- 6.11 The contractor shall provide spacer bars, chairs, spreaders, blocks, etc. as required to positively hold the steel in place before concrete is poured.
- 6.12 The contractor shall ensure the concrete is conveyed from the mixer to final deposit by methods that will prevent separation and loss.
- 6.13 The contractor shall ensure the concrete is thoroughly consolidated by suitable means during placement and shall be thoroughly worked around reinforcement and embedded fixtures and corners of forms.
- 6.14 The contractor shall ensure the concrete is maintained above 50°F (10°C) and in a moist condition for at least seven (7) days after placement. And that adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near freezing weather.
- 6.15 The contractor shall ensure that where exterior wall face requires shoring and/or forming, the forms shall be substantial and sufficiently tight to prevent leakage, and that forms shall not be removed until the concrete is seven (7) days old.
- 6.16 The contractor shall ensure that backfilling will be done by depositing and tamping into place clean sand or pouring lean concrete to 95% percent compaction. Water jetting shall not be allowed.
- 6.17 The contractor shall ensure that conduit and pipes of aluminum, other than above grade support posts, are not allowed.

- 6.18 The contractor shall ensure that construction joints that are not indicated on the drawings shall not be allowed. Where a construction joint is to be made, the surface of the concrete shall be thoroughly cleaned and all laitance and standing water removed.
- 6.19 The contractor shall be responsible for the protection of all adjacent areas against damage and shall repair all damaged areas to match existing improvements.
- 6.20 The contractor shall be responsible for the protection of all electrical lines and/or wiring located in the adjacent areas against damage and shall repair all damaged electrical lines and/or wiring.
- 6.21 The contractor shall be responsible for notifying the local electric cooperative before the start of any construction and/or repairs of electrical utility lines.
- 6.22 The contractor shall be responsible for the protection of all water, gas, and sewage lines located in the adjacent areas against damage and shall repair all damaged water, gas and/or sewage lines.

- 6.23 The contractor shall be responsible for notifying the local Oil and Gas Commission before the commencement of any construction and/or repairs of gas lines.
- 6.24 The contractor shall be responsible for determining the location of underground power lines, water, gas, and sewer mains to prevent damage during construction. It is critical to protect City utilities from 'dig-ins', which could result in death, injury and considerable liability.
- 6.25 The contractor shall keep the construction area clean at all times and at completion of work remove all surplus materials, equipment and debris leaving the premises in a clean condition acceptable to the owner or owners representative.
- 6.26 The contractor shall perform damage restoration improvements as associated with the vehicle arrest system installation.
- 6.27 The contractor shall identify and immediately bring to the attention of the government project representative any anomalies of concern.

7.0 REPORTING REQUIREMENTS.

The contractor shall provide the following:

- 7.1 The contractor shall provide daily written progress reports to the government project representative.
- 7.2 The contractor shall provide daily verbal progress reports as requested by the government project representative.
- 7.3 The contractor shall provide verbal notice, to the government project representative, two weeks in advance of the delivery of any and all materials and equipment to site.
- 7.4 The contractor shall provide written notice to the government project representative, three weeks in advance, of the need of access to the site of any additional construction personnel after the start of the project. This also pertains to delivery personnel who will need to be on site for an extended period of time, more than simply dropping off materials (i.e. operators of rental equipment, driver of the concrete delivery truck, etc.)
- 7.5 The contractor shall identify and immediately bring to the attention of the government project representative any anomalies of concern.

8.0 GENERAL INFORMATION.

- 8.1 Throughout the installation process there will be a government project representative on site to oversee and assist the contractor with any anomalies or areas of concern.
- 8.2 The contractor, upon completion of the project shall remand all documentation for the project as required by post Regional Security Officer and/or Post Security Officer.
- 8.3 The contractor shall surrender any/all documentation, pertaining to the project, to the government project representative as requested and/or required by the project representative.

SECTION D - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|---|
| 52.246-02 | Inspection of Supplies – Fixed Price (AUG 96) |
| 52.246-12 | Inspection of Construction (AUG 1996)* *applicable if installation option is exercised |

E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- (1) creation of checklists of duties to be carried out;
- (2) periodic inspections to ensure that these duties are carried out by the supervisory staff and senior employees; and,
- (3) weekly inspections to determine whether the various services are being performed according to the contract requirements.

The contractor shall provide copies of the *weekly* inspection reports to the COR.

The contractor shall promptly correct and improve upon any areas of shortcomings and/or substandard conditions noted in such inspections. The contractor shall bring to the attention of the Contracting Officer or COR, for disposition, any conditions uncovered which are not the responsibility of the Contractor.

E.2.1 Inspection by Government: The COR or his/her authorized representatives will periodically inspect the services being performed and supplies being furnished, to determine that all services are being performed in an acceptable manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 Definitions

(a) "Final completion and acceptance" - the stage in the progress of the work, as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner in accordance with contract requirements, subject to the discovery of defects after final completion and except for items specifically excluded in the notice of final acceptance.

(b) "Date of final completion and acceptance" - the date determined by the Contracting Officer on which final completion of the work occurs, as indicated by written notice to the Contractor.

E.4.2 Final Inspection and Tests

The Contractor shall give the Contracting Officer at least five (5) calendar days advance written notice prior to the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the aforesaid notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

E.4.3 Final Acceptance

The Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment as required by the contract upon:

(1) satisfactory completion of all required tests;
verification by the Contracting Officer on the basis of a final inspection that all items listed in the Schedule of Defects have been completed or corrected and that the work is finally complete, subject to the discovery of defects after final completion;

submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment, and;
determination by the Contracting Officer that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations thereunder.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|---|
| 52.242-15 | Stop Work Order (AUG 1989) |
| 52.242.17 | Government Delay of Work (APR 1984) |
| 52.242-14 | Suspension of Work (APR 1984)* |
| | *applicable if installation option is exercised |

F.2 DELIVERY DUE DATE

Active vehicle barriers required hereunder shall be delivered to the address identified in Section D.1 not later than ***as per scope of work*** after date of contract award.

F.3 INSTALLATION CLAUSES – These clauses are only applicable to the installation portion of the work, presuming the installation option is exercised.

F.3.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 127 calendar days after the date of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises and completion of punch-list items.

F.3.2 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of Rs. 10,000/- for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.3.3 Contractor's Submission Of Construction Schedules

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as **10** calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule that sequences work so as to minimize disruption at the job-site.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

F.3.4 Acceptance Of Schedule

When the Government has accepted any time schedule, this acceptance shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) extend the completion date or obligate the Government to do so;
- (2) constitute acceptance or approval of any delay, nor;
- (3) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.3.5 Notice Of Delay

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall:

- (1) notify the Government of such change or other conditions upon the approved schedule, and;
- (2) shall state in what respects, if any, the relevant schedule or the completion date should be revised.

Such notice shall be given promptly and not more than ten (10) calendar days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

F.3.6 Notice To Proceed

- (a) The Contracting Officer will issue a Notice to Proceed with barrier installation, following:
 - receipt from the Contractor and acceptance by the Government of evidence of bonding and insurance within the time specified in Section H of this contract, and;
 - arrival of the barriers at the Embassy site.

(b) The Contractor shall then prosecute the work required hereunder, commencing and completing performance not later than the time period established in F.3.1.

F.4 Excusable Delays

The Contractor shall be allowed time, not money, for excusable delays as defined in FAR 52.249-10, "Default". Examples of such cases include:

- (1) acts of God or of the public enemy;
- (2) acts of the United States Government in either its sovereign or contractual capacity;
- (3) acts of the government of the host country in its sovereign capacity;
- (4) acts of another contractor in the performance of a contract with the Government;
- (5) fires;
- (6) floods;
- (7) epidemics;
- (8) quarantine restrictions;
- (9) strikes;
- (10) freight embargoes;
- (11) delays in delivery of Government furnished equipment, and;
- (12) unusually severe weather.

In each instance, the failure to perform shall be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore:

- (1) shall be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against;
- (2) cannot be overcome by reasonable efforts to reschedule the work, and;
- (3) directly and materially affects the date of final completion of the project.

F.5. DELIVERABLES

The Contractor shall deliver the following items under this contract in accordance with the delivery dates identified below. Bonds/Insurance, Safety Plan, Quality Assurance Plan, Construction Schedule, Submittal Schedule and Bios on Personnel shall be submitted prior to issuance by the Government of the Notice to Proceed.

| Description | Quantity | Delivery Date | Deliver to: |
|---|----------|---|---------------------|
| H.1.2. Bonds/Insurance | 1 | 10 days after award | Contracting Officer |
| H.11.1 Safety Plan | 1 | 10 days after award | COR |
| E.2. Quality Assurance/Control Plan | 1 | 10 days after award | COR |
| F.3 Construction Schedule | 1 | 10 days after award | COR |
| H.14.1 Submittal Register | 1 | 10 days after award | COR |
| H.1.2.3.Bios on Personnel | 1 | 10 days after award | COR |
| E.2. Inspection Reports | 1 | 7 days after end of Weekly_period being reported | COR |
| G.3. Payment Request | 1 | last calendar day of each month | COR |
| I.1 Updates to Construction Schedule (52.236-15) | 1 | last calendar day of each month | COR |
| E.3 Request for Final Acceptance | 1 | 5 days before inspection | COR |

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. MONITORING OF THE CONTRACTOR

G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The designation of COR for this contract is the "Regional Security Technician Supervisor".

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

G.2 INVOICING INSTRUCTIONS FOR FURNISHING ANTI-RAM BARRIERS.

G.2.1 Number of Copies and Location. The Contractor shall submit invoice(s) to the designated billing official, in an original and three (3) copies at the following address (designated office only for purpose of submitting invoices):

American Embassy, Shantipath, Chanakyapuri, New Delhi, India.

G.2.2 The Contractor shall submit a single invoice for furnishing of the anti-ram barriers. This invoice shall be submitted in accordance with FAR 52.233-25.

G.3 PAYMENT - CLAUSE APPLICABLE ONLY IF THE BARRIER INSTALLATION OPTION IS EXERCISED

G.3.1 General: The Contractor's attention is directed to Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein.

G.3.2 Detail of Payment Requests: Each application for payment shall be made no more frequently than monthly, unless otherwise provided herein, and shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.3.3 Payments to Subcontractors: The Contractor shall make timely payment to his subcontractors and suppliers from the proceeds of the progress or final payment for which request is being made, in accordance with the Contractor's contractual arrangements with them.

G.3.4 Evaluation by the Contracting Officer: Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer will make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons for the reduction.

G.3.5 Additional Withholding: Independently of monies retained by the Government under 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover

- (1) Wages or other amounts due the Contractor's employees on this project;
- (2) Wages or other amounts due employees of subcontractors on this project;
- (3) Amounts due suppliers of materials or equipment for this project; and
- (4) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

G.3.6. Payment: In accordance with 52.232-27(a) the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

[G.4 The Contractor shall identify Value Added Tax (VAT) as a separate line item in Attachment 5, Breakdown of Proposal Price. The Contractor shall also reflect VAT as a separate charge on invoices submitted.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 THROUGH H.18 ARE APPLICABLE ONLY IF INSTALLATION OPTION IS EXERCISED

H.1 BOND REQUIREMENTS

H.1.1 Bonds Required: The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security approved by the Government such as letter of credit shown in Section J.

H.1.2 Time for Submission: The Contractor shall provide the bonds required by paragraph H.1.1 above within ten (10) calendar days of contract award. Failure to timely submit (1) the required bonds or other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor shall be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction), which is included in Section I of this contract.

H.1.3 Coverage

The bonds or alternate performance security shall guarantee:

- (1) the Contractor's execution and completion of the work within the contract time;
- (2) the correction of any defects after completion as required by this contract;
- (3) the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and;
- (4) the satisfaction or removal of any liens or encumbrances placed on the work.

H.1.4 Duration of Coverage: The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security, only, shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.1.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.2 INSURANCE

H.2.1 Amount of Insurance: The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in US Dollars:

| | |
|----------------|---------------------|
| Per Occurrence | Rs. 124,000/- _____ |
| Cumulative | Rs. 620,000/- _____ |
2. Property Damage on or off the site in US Dollars:

| | |
|----------------|---------------------|
| Per Occurrence | Rs. 124,000/- _____ |
| Cumulative | Rs. 620,000 |

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.2.2 Government as Additional Insured: The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H.2.3 Insurance-Related Disputes: Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.2.4 Time for Submission of Evidence of Insurance: The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

- (a) Contract Drawings or Drawings, where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.
- (b) Day means a calendar day unless otherwise specifically indicated.
- (c) Host Country means the country in which the project is located
- (d) Material means all materials, fixtures and other articles incorporated in , or which are intended to remain with, the project.
- (e) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.
- (f) Other Submittals includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.
- (g) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- (h) Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- (i) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the

Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

(j) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

(k) Work means any and all permanent construction that is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.4 OWNERSHIP AND USE OF DOCUMENTS

H.4.1 Ownership and Use of Drawings, Specifications and Models

(a) Ownership. All specifications, drawings, and copies thereof, and models, are the property of the Government.

(b) Use and Return. Unless otherwise provided in the contract, the documents described in (a) above are not to be used by other than the Contractor on other work and, with the exception of the signed contractor set, additional copies thereof provided to or made by the Contractor are to be returned or suitably accounted for by the Contractor upon final completion of the work.

H.4.2 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents. Unless prompt objection is made by the Contractor within 20 days, issuance of the aforementioned documents shall not provide for any claim for an increase in the Contract price or an extension of contract time.

H.4.3 Record Documents: The Contractor shall maintain at the project site a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer, and a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

H.4.4 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide complete sets of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications.

H.5 GOVERNING LAW

The contract and its interpretation shall be governed by the laws of the United States.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 Compliance Required: The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.7.2 Labor, Health and Safety Laws and Customs: The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.7.3 Subcontractors: The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.7.4 Evidence of Compliance: The Contractor shall submit at such times as directed by the Contracting Officer, proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 Damage to Persons or Property: The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 Responsibility for Work Performed: The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.9 CONSTRUCTION OPERATIONS

H.9.1 Operations and Storage Areas

- (a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.
- (b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.9.2 Use Of Premises

- (a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.
- (b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.
- (c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 TEMPORARY FACILITIES AND SERVICES

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

H.11 SAFETY

652.236-70 ACCIDENT PREVENTION (APR 1999)

- (a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials,

supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall—

- (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues;
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
 - (4) Since personnel shall be in trench, which should be approx. 1.5 M deep, it is necessary that the excavation, and adjacent areas, be inspected by a “competent person”. A “competent person” is one who is familiar with this type of work, can identify trenching hazards, and has authority to stop work in the event hazardous conditions develop. He or she shall inspect it daily, after any rainy storm, other source of water entering trench, or other energy source (such as vibration, presence of utility lines) which might weaken the side walls of the trench or otherwise hazard the employees in the trench. If there is evidence that the excavation presents a hazard to workers, remove the workers immediately.
 - (5) When excavation is under 1.5 meters, and the “competent person” judges that there is no potential for cavein shoring may be removed.
- (b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
- (c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) Written Program. Before commencing the work, the Contractor shall—
- (1) Submit a written proposal for implementing this clause; and
 - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work issued under this clause.

H.12 SUBCONTRACTORS AND SUPPLIERS

H.12.1 Claims and Encumbrances: The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.12.2 Approval of Subcontractors

(a) Review and consent. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of consent or rejection of any or all subcontractors.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.13 CONSTRUCTION PERSONNEL

H.13.1 Removal of Personnel: The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.13.2 Construction Personnel Security: After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take **30** days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and

approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

H.14 MATERIALS AND EQUIPMENT

H.14.1 Selection and Approval of Materials

(a) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.14.2 Custody of Materials: The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.14.3 Basis of Contract Price: The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.14.4 Substitutions

(a) Prior approval required. Before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the

Contractor after execution of the contract may be used in the project, the Contractor shall receive approval in writing from the Contracting Officer. Any substitution request shall be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions shall be made in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval through shop drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests shall be made in a timely manner and supported by the required information.

(c) Final approval on delivery. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.14.5 "Or-Equal Clause": References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.14.6 Use and Testing of Samples

(a) Use. Approved samples not destroyed in testing will be sent to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(c) Taking and testing of samples. Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for additional

testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.15 SPECIAL WARRANTIES

H.15.1 Special Warranty Obligations: Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

H.15.2 Warranty Information: The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.16 EQUITABLE ADJUSTMENTS

H.16.1 Basis for Equitable Adjustments: Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within a limit of 20 days stating (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.16.2 Differing Site Condition Notice: The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence in accordance with additional information provided in FAR 52.236-4, Differing Site Condition.

H.16.3 Documentation of Proposals for Equitable Adjustments

(a) Itemization of proposals and requests. Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by

the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

(c) Release by Contractor. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.17 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause. See FAR 52.252-14, Suspension of Work in Section I.

H.18 ZONING APPROVALS AND BUILDING PERMITS

The Government shall be responsible for obtaining proper zoning or other land use control approval for the project, for obtaining the approval of the Contracting Drawings and Specifications, for paying fees due for the foregoing, and for obtaining and paying for the initial building permits.

H.19 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|--|
| 52.202-1 | DEFINITIONS (MAY 2001) ALTERNATE I (DEC2001) |
| 52.203-3 | GRATUITIES (APR 1984) |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES (APR 1984) |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) |
| 52.203-7 | ANTI-KICKBACK PROCEDURES (OCT 2010) |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010) |
| 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (DEC 2012) |
| 52.204-9 | PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |

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| | (DEC 2010) |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (APR 2008) |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012) |
| 52.210-1 | MARKET RESEARCH (APR 2011) |
| 52.215-2 | AUDIT AND RECORDS - NEGOTIATION (OCT 2010) |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997) |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011) |
| 52.215-13 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010) |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 99) ** |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) |
| 52.222-19 | CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (AUG 2010) |
| 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) ** |
| 52.222-26 | EQUAL OPPORTUNITY (FEB 1999)** |
| 52.222-29 | NOTIFICATION OF VISA DENIAL (FEB 1999)** |
| 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)** |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)** |
| 52.222-37 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) ** |
| 52.222-50 | COMBATING TRAFFIKING IN PERSONS (FEB 2009) |
| 52.223-6 | DRUG FREE WORKPLACE (JAN 97) ** |
| 52.223-18 | CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |
| 52.228-3 | Reserved* ** |
| 52.228-4 | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)* |
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)* |
| 52.228-11 | PLEDGES OF ASSETS (FEB 1992)* |

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| 52.228-13 | ALTERNATIVE PAYMENT PROTECTION (JUL 2000)* |
| 52.228-14 | IRREVOCABLE LETTER OF CREDIT (DEC 1999)* |
| 52.229-6 | TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN2003) |
| 52.232-1 | PAYMENTS (MAY 2001) |
| 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)* |
| 52.232-11 | EXTRAS (APR 1984) *** |
| 52.232-17 | INTEREST (OCT 2010) |
| 52.232-18 | AVAILABILITY OF FUNDS (APR 1984) |
| 52.232-24 | PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986) |
| 52.232-25 | PROMPT PAYMENT (OCT 2008) (B)(2). . .30TH DAY |
| 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)* |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003) |
| 52.233-1 | DISPUTES (JUL 2002) ALTERNATE I (DEC 1991) |
| 52.233-3 | PROTEST AFTER AWARD (AUG 1996) |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) |
| 52.236-2 | DIFFERING SITE CONDITIONS (APR 1984)* |
| 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)* |
| 52.236-5 | MATERIAL AND WORKMANSHIP (APR 1984)* |
| 52.236-6 | SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)* |
| 52.236-7 | PERMITS AND RESPONSIBILITIES (NOV 1991)* |
| 52.236-8 | OTHER CONTRACTS (APR 1984)* |
| 52.236-9 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)* |
| 52.236-10 | OPERATIONS AND STORAGE AREAS (APR 1984)* |
| 52.236-11 | USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)* |
| 52.236-12 | CLEANING UP (APR 1984)* |
| 52.236-14 | AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)* |
| 52.236-15 | SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)* |
| 52.236-21 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)* |
| 52.236-26 | PRECONSTRUCTION CONFERENCE (FEB 1995) |
| 52.242-13 | BANKRUPTCY (JUL 1995) |
| 52.243-1 | CHANGES – FIXED PRICE (AUG 1987)*** |
| 52.243-4 | CHANGES (JUNE 2007)* |
| 52.243-5 | CHANGES AND CHANGED CONDITIONS (APR 1984)* |
| 52.245-1 | GOVERNMENT PROPERTY (APR 2012) |
| 52.245-9 | USE AND CHARGES (APR 2012) |
| 52.246-19 | WARRANTY OF SYSTEM AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (DEC 1989) |
| 52.246-21 | WARRANTY OF CONSTRUCTION (MAR 1994)* |

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| 52.246-23 | LIMITATION OF LIABILITY (FEB 1997)*** |
| 52.246-25 | LIMITATION OF LIABILITY – SERVICES (FEB 1997)* |
| 52.247-63 | PREFERENCE FOR U.S.- FLAG CARRIERS (JUN2003) |
| 52.247-64 | PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (APR 2003) |
| 52.248-1 | VALUE ENGINEERING (FEB 2000) |
| 52.248-3 | VALUE ENGINEERING - CONSTRUCTION (OCT 2010)* |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) ALTERNATE I (SEP 1996) |
| 52.249-8 | DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984) |
| 52.249-10 | DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)* |
| 52.250-2 | SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009) |

52.203-13 Contractor Code of Business Ethics (APR 2010) 52.244-6 Subcontract for
Commercial Items (APR 2010)

I.2 FAR FULL TEXT CLAUSES

52.232-99, Reserve.

52.209-1 Reserve

52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE
ITEM (MAR 1989)

The Government may require performance of the contract line item, identified in the Schedule (Section B) as an option item, at the price stated in the Schedule. If the option is to be exercised, the Contracting Officer will exercise the option item at time of contract award.

52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

*only applicable if the installation option is exercised

- (a) As used in this clause-Contract-
“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
- (b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:
- (1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.
 - (2) Payment Bonds (Standard Form 25A) The penal amount of payment bonds shall be 20 percent of the original contract price.
 - (3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.
(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.
- (d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.
- (e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

I.3 DOSAR FULL TEXT CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment,

- the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
 - (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
 - (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
 - (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

See instructions on whether to add DOSAR 652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (JUN 2006)]. If this clause is included mark paragraphs b, c, d, e and f as "RESERVED".

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

| <u>ATTACHMENT NO.</u> | <u>DESCRIPTION OF ATTACHMENT</u> | <u>NO.PAGES</u> |
|-----------------------|--|-----------------|
| Attachment 1 | Standard Form 25, "Performance and Guaranty Bond" | 2 |
| Attachment 2 | Standard Form 25A, "Payment Bond" | 1 |
| Attachment 3 | Sample Bank Letter of Guaranty | 1 |
| Attachment 4 | Breakdown of Proposal Price by Divisions of Specifications (for installation option only) | 1 |
| Attachment 5 | Drawings | |

ATTACHMENT #3

SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer

U.S. Embassy, [Post name]

[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]

Address:

Location: _____

Representative(s): _____ State of Inc.: _____

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

This Attachment applies only to the installation option.

ATTACHMENT #4

**UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

**(1)DIVISION/DESCRIPTION (2)LABOR (3)MATERIALS (4)OVERHEAD
(5)PROFIT (6)TOTAL**

1 General Requirements

2. Site Work

3. Concrete

4. Masonry

5. Metals

6. Wood and Plastic

7. Thermal and Moisture

8. Doors and Windows

9. Finishes

10. Specialties

11. Equipment

12. Furnishings

13. Special Construction

14. Conveying Systems

15. Mechanical

16. Electrical

TOTAL: INR

Allowance Items:

PROPOSAL PRICE TOTAL: *[Note to Contracting Officer: Contracting Officer must identify currency]*

Alternates (list separately do not total)

Offeror:

Date

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to - (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
- [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]; _____
and _____.
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

- (a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”,

“officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904,

the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

K.4 RESERVED

K. 5 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561621.

(2) The small business size standard is \$18.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use

paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR CLAUSE # | TITLE | DATE | CHANGE |
|--------------|-------|------|--------|
|--------------|-------|------|--------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to

request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the

Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 52.225-18 Place of Manufacture (Sept 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K.9 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

K.10 RESERVED

K.11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs

requirement of the rules and regulations of the Secretary of Labor.

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

K.13 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

| Category | Yes/No | Number |
|---|--------|--|
| (1) United States citizens or residents | | |
| (2) Individuals hired in the United States, regardless of citizenship | | |
| (3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers’ compensation laws | | Local nationals: _____ Third Country Nationals: _____ |
| (4) Local nationals or third country nationals where contract performance takes place in a country where <i>there are</i> local workers’ compensation laws | | Local nationals: _____ Third Country Nationals: _____ |

(b) The contracting officer has determined that for performance in the country of **India**
X Workers’ compensation laws exist that will cover local nationals and third country nationals.

☐ Workers’ compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K.14 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan— Certification (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.15. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

(c) *Representation*. By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

K.16. 52.209-5 Certificate Regarding Responsibility Matters (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior

opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| <u>FAR REFERENCE</u> | <u>DATE</u> | <u>TITLE</u> |
|----------------------|-------------|--------------|
|----------------------|-------------|--------------|

[Note to the Contracting Officer: include below 2 provisions if estimated contract is over \$500,000]

| | | |
|-----------|----------|--|
| 52.209-7 | FEB 2012 | Information Regarding Responsibility Matters |
| 52.209-9 | FEB 2012 | Updates of Information Regarding Responsibility Matters ALT 1 |
| 52.214-34 | APR 1991 | Submission of Offers in English Language |
| 52.215-1 | JAN 2004 | Instructions to Offerors—Competitive Acquisition* |
| 52.236-28 | OCT 1997 | Preparation of Proposals - Construction |

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation. (End of provision)

52.232-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Marja D Verloop, phone 91 11 2419-8924.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record;
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States; and
- (10) Provide warranty information

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 General: This solicitation is for furnishing the deliverables and installation of same, if the installation option is exercised, as further described in Section C and the Exhibits which are a part of this solicitation.

L.5.2 Summary of Instructions: Each offer must consist of the following physically separate volumes:

| <u>Volume</u> | <u>Title</u> | <u>No. of Copies*</u> |
|---------------|---|-----------------------|
| 1 | Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - <u>REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u> | _____ |
| 2 | Price Proposal and completed Section B - <u>SUPPLIES OR SERVICES AND PRICES/COSTS.</u> The price proposal shall include a completed Section J, Attachment 4, " <u>BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS.</u> " | _____ |
| 3 | Performance schedule in the form of a bar chart and Business Management/Technical Proposal. | _____ |

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

* The total number of copies includes the original as one of the copies.

L.5.3 Detailed Instructions

L.5.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.5.3.2 Volume II: Price proposal and Section B.

The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS for installation option only. The offeror shall complete all applicable portions of this form in each relevant category (e.g., labor, materials, etc.).

L.5.3.3 Volume III: Performance Schedule and Business Management/Technical Proposal.

(a) The offeror shall present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.
- (4) Bar chart indicating various portions of the work; when work will commence and be completed in each section

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

- (9) Percent turnover of contract key technical personnel per year; and
- (10) Any terminations (partial or complete) and the reason (convenience or default).

L.6 52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) An organized site visit has been schedule for March 10, 2014__Mumbai Consulate and _March 12, 2014 Hyderabad Consulate].
- (c) Participants will meet at _March 10, 2014__Mumbai Consulate and _March 12, 2014 Hyderabad Consulate].

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Ms. Marja D Verloop, phone 91 11 2419-8924. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General: To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. Basis For Award: The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

- (a) Initial Evaluation: The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing a significant amount of the required.
- (b) Technical Acceptability: After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The end result of this review will be a determination of technical acceptability or unacceptability.
- (c) The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - (1) adequate financial resources or the ability to obtain them;
 - (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - (3) satisfactory record of integrity and business ethics;
 - (4) necessary organization, experience, and skills or the ability to obtain them;
 - (5) necessary equipment and facilities or the ability to obtain them; and
 - (6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

M.1.3 Award Selection: The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.2 52.225-17 Reserve

M.3 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUL 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.